

CITY OF SOMERSWORTH S P E C I F I C A T I O N S
for

B14035 REFLECTORIZED PAVEMENT LINES
February, 2014

Prepared by:
COMMUNITY SERVICES DEPARTMENT
ENGINEERING DIVISION
288 CENTRAL AVENUE
DOVER, NEW HAMPSHIRE 03820

(603) 516-6450

NOTICE TO BIDDERS

The City of Somersworth is requesting bids for pavement line painting throughout the City.

This project shall have a Targeted completion date of May 23, 2014 as weather permits, to accommodate the installation of pavement markings. Total contract completion date shall be December 31, 2014 to accommodate Section 00400, Paragraph A.3 "Scheduling", of these Specifications.

Traffic control is required at all times and must be provided by bidder.

INVITATION TO BID

The City of Somersworth, New Hampshire, will accept sealed bids for pavement marking in the City of Somersworth. Bids must be submitted in a sealed envelope to **Dover NH** plainly marked:

"Sealed Bid, B14035 REFLECTORIZED PAVEMENT LINES"

**City of Dover, Purchasing Office
Municipal Building
288 Central Ave
Dover, NH 03820**

All bids must be received as outlined in cover page of Request for bid. No late bids and no telephone bids will be accepted. All bids must be made on the bid forms supplied, and the bid forms must be fully completed when submitted. A 10% Bid Bond, 100% Payment Bond and 100% Performance Bond will be required.

Federal wage rates DO NOT apply to this contract.

The contract documents may also be examined at the following locations:

City of Dover Purchasing Office, Municipal Building, Dover, NH
City of Somersworth, 1 Government Way, Somersworth NH
City of Dover Engineering Office, 271 Mast Rd., Dover, NH
F. W. Dodge Plan Room, 835 Hanover St., Suite 103, Manchester, NH
Construction Seminar, 734 Chestnut St., Manchester, NH

The City of Somersworth reserves the right to accept any bid, and to reject any or all bids. The City reserves the right to award the bid to other than the low bidder if bid deemed most advantageous to the City. The City reserves the right to accept the bid on one or more items of a proposal, on all items of a proposal or any combination of items. The City reserves the right to waive defects and informalities of bids.

Ann M. Legere, CPPB
Purchasing Agent
a.legere@doover.nh.gov

BID FORM

Proposal of

hereinafter called "**BIDDER**", organized and existing under the laws of the state of

doing business as

(insert "a corporation", "a partnership", or "an individual" as applicable)

to the **City of Somersworth, New Hampshire**, hereinafter called "**OWNER**".

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **REFLECTORIZED PAVEMENT LINES** project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the project within the times specified.

BIDDER acknowledges receipt of the following ADDENDUM (if applicable):

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit price:

Item	Width	Description	Units	Qty	Unit Price	Extended Price
1	4"	Double Yellow Line (each line)	LF	120,000		
2	4"	Single Yellow Line	LF	26,000		
3	4"	White Fog Line	LF	160,000		
4	4"	Broken White Line	LF	26,000		
5	4"	Broken Yellow Line	LF	10,000		

Paint product to be used _____

TOTAL REFLECTORIZED PAVEMENT PAINT MARKING BID:

\$ _____
(U.S. DOLLARS)

(written)
00200 - 01

BID CERTIFICATE

The undersigned represents that they are authorized to bind the bidder to the bid amount specified and hereby offers to provide the City of Somersworth the commodities and services as contained in the attached competitive sealed bid specifications at the price stated in complete accordance with all conditions of the bid specifications. Furthermore,

The undersigned certifies that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this section the word "person" means any natural person, joint venture, partnership, corporation, or other business or legal entity.

Signature/Title

Company

Business Address _____

City/Town _____

State/Zip _____

Date

Phone Number

Check here if appropriate: _____(X) NO BID

Any deviations from the above state specifications must be so noted and any bid prices must be reflective of these deviations.

GENERAL TERMS AND CONDITIONS

Preparation of Bids/Proposals

Bids shall be submitted on the forms provided and must be signed by the bidder or the bidder's authorized representative. The person signing the bid shall initial any corrections to entries made on the proposal form.

Unless otherwise stated in the Request for Bid/Proposal, the bidder agrees that the bid shall be open for acceptance for sixty (60) calendar days from the date of submittal to the City of Somersworth.

Acceptance or Rejection of Bids/Proposals

The City of Somersworth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that is determined to be in the best interest of the City.

The City of Somersworth also reserves the right to reject the bid of a bidder that has failed to perform properly or complete on time contracts of a similar nature.

Delivery of Bids/Proposals

Bids must be submitted in a sealed envelope, and shall be addressed to the City at the address and to the attention of the official as outlined in the bid documents. All bids must be submitted prior to the specified date and time. Any bids received after the specified date and time will not be considered and will not be opened. Bids delivered via facsimile, e-mail, or any format other than within a sealed envelope shall not be considered.

Withdrawal of Bids/Proposals

A bidder will be permitted to withdraw their bid unopened after it has been deposited if such request is received in writing prior to the time specified for opening the bid.

Public Opening of Bid/Proposals

Bids will be publicly opened and read aloud at the time and place as indicated in the bid documents. Any bidder, authorized agent, or other interested party may be present.

Bid/Proposal Ownership and Costs

Upon submission, bids become the property of the City of Somersworth. The cost of preparing and submitting a bid is the sole responsibility of the bidder and shall not be chargeable in any manner to the City. The City will not reimburse any bidder for any costs associated with the preparation and submission of a bid.

Examination of Proposed Materials

The submission of a bid shall be deemed a representation and warranty by the bidder that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No requests for modification in the provisions of the bid shall be considered after its submission on the grounds that the bidder was not fully informed as to any fact or condition. Statistical information, which is contained within a RFP or any addendum thereto, is for informational purposes only. The City disclaims any responsibility for this information that may subsequently be determined to be incomplete or inaccurate.

Quantities

Quantities of materials, whether to be used on projects, or purchased directly by the City, are provided for informational purposes only unless otherwise specifically stated. The City disclaims any responsibility for this information that may subsequently be determined to be incomplete or inaccurate. Bidders are responsible to verify the accuracy of these estimates.

Buy Local

The City of Somersworth reserves the right to award any bid to local vendors, as determined by the City, even in the event they may not be the lowest qualified vendor, if it is determined to be in the best interest of the City. The City will consider such factors as overall cost, prior service, and any other pertinent information available when making such decisions.

Insurance Requirements

The successful bidder shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents at the bidder's sole expense. The successful bidder shall be required to present to the City of Somersworth a certificate of insurance in the amounts required naming the City of Somersworth as an additional insured.

Bid Results

After the bids are opened and read, the bid results will be available for the public. Bidders that desire a comprehensive list of the bid results may do so by attending the bid opening, or requesting such, in writing, to the Director of Finance and Administration.

The award of a bid shall not be considered official until such time that a Purchase Order, fully executed contract, or an award letter has been issued by the City of Somersworth. No presumption of award shall be made by any bidder until such documents have been executed and are in hand. Verbal notification of award is not considered official. Any action by the bidder to assume otherwise is done so at their own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

GENERAL CONDITIONS

SECTION 00300

A. GENERAL DESCRIPTION OF WORK

This project involves installation of reflectorized paint lines at various locations throughout the City. The type of markings required under this contract will include work which is normally placed by use of a truck mounted system. The work shall consist of but not limited to installation of centerline and edgeline markings, and shall also include all single broken lines, lane lines, turn lane tapers, etc.

B. SCHEDULES

1. The CONTRACTOR shall submit to the OWNER (through the ENGINEER) a progress schedule for prosecution of the WORK. The CONTRACTOR shall continually update said schedule on a weekly basis. The CONTRACTOR shall be required to schedule work in a manner that will minimize impact to traffic. For the purpose of this contract, the normal working hours shall be **9pm to 6am, during the nighttime hours**. **Prior to start of work, a preconstruction meeting will be required. (See Paragraph "C" of this section.)**
2. Scheduling
Pavement marking shall be completed in the following sequences:
 - a. Initial application shall include all markings described in the contract specifications with a targeted completion date of **May 23, 2014**.
 - b. The Contractor shall be available to respond for making services in conjunction with the Community Services Department resurfacing program, which normally occurs after the Labor Day holiday weekend.
3. Contractor shall be available to respond to all requests for pavement marking, other than emergency requests, within 14 calendar days. This work shall be in conjunction with but not limited to the Community Services Department resurfacing program and utility projects.
4. **Emergency marking requests**
Contractor shall be available to respond to emergency marking services within seven (7) calendar days of notification. This shall be only when lack of pavement markings presents a potentially dangerous or confusing environment for motorists.

C. PROJECT MEETINGS

1. Pre-Construction Conference

The CONTRACTOR shall not commence work until a conference has been held at which representatives of the CONTRACTOR, ENGINEER, and OWNER are present. The meeting shall be scheduled on a normal workday between the hours of 8:00am and 4:00pm.

The CONTRACTOR will be required to have a designated supervisor attend this meeting. This person shall be responsible for noting all work to be performed.

The intent of this meeting is to allow the Contractor, Engineer, and Owner the opportunity to preview the work during the daylight hours.

The Contractor shall note that the Owner may not have available any employees to direct the Contractor or his representative to the work areas during the nighttime work hours.

2. During Construction

The Contractor's Supervisor shall be available to meet with the Engineer at 6:00am, **after each night's work**. This meeting will be to review the previous night's work and any work to be installed during the next scheduled work night. The City will not be responsible for any additional costs incurred by CONTRACTOR for having to return to complete or correct any work.

All questions or problems that may arise after construction has begun shall be directed to the City Finance Director Scott Smith, 603-692-9504 between the hours of 8am and 4pm Monday through Friday.

D. INSPECTION

1. All materials and equipment used in the application of pavement markings shall be subject to adequate testing and inspection in accordance with this contract and accepted standards.
2. The CONTRACTOR shall furnish and have available for the Engineer's use the following inspection equipment:
 - a. wet film thickness gauge - scale shall range from 2 mils to at least 30 mils, in 2-mil increments.
 - b. pocket microscope - shall have a four-part lens system having magnification of 20x, with a clip-on accessory light.
 - c. striping calibration kit - volumetric bead calibration kit, complete with instructions, as manufactured by Potters Industries, Inc., or approved equal.

3. Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK and insure its final suitability.
4. The Contractor shall make the work area accessible to the Owner or his Representative at all times.
5. The Contractor shall be responsible to have a qualified supervisor present on the project at all times. The Supervisor shall be designated as the Contractor's Representative on the project and shall have full authority to act on behalf of the Contractor. Supervisor shall be required to perform supervision of other employees and to coordinate the work.

E. CONTRACT SECURITY

The Contractor shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of New Hampshire.

F. INSURANCE

- a. The Vendor shall secure and maintain for the duration of this project a General Liability Insurance policy or policies at no cost to the City. The coverage of said insurance policy shall be in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence. An insurance certificate shall be supplied to the City of Somersworth by the Vendor. The City of Somersworth shall be named as an additional insured on the policy. A condition of the insurance coverage shall be thirty (30) days notice to the City upon cancellation of the policy. The Vendor shall also provide the City of Somersworth certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- b. The Vendor shall secure and maintain for the duration of this project Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by the Vendor in connection with this project at no cost to the City. The coverage of said insurance policy shall be in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of at least One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence. An insurance certificate shall be supplied to the City of Somersworth by the Vendor. The Vendor shall also provide the City certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.

- c. By signing an Agreement, the Vendor agrees, certifies, and warrants that the Vendor is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

REFLECTIVE PAINT PAVEMENT MARKINGS

SECTION 00400

A. GENERAL REQUIREMENTS

1. Description

Work shall consist of installing longitudinal paint pavement markings to delineate traffic lanes. Markings shall be white and yellow reflectorized paint lines 4 inches in width. Installation shall be done in accordance with the standards of the 2009 edition of MUTCD, and NHDOT Standards and Specifications (specifically sections 632 and 708) dated 2010.

2. Materials

- a. Glass beads for reflectivity shall conform to AASHTO M 247 and shall be Type 1 with a moisture resistant coating.
- b. Paint shall conform to NHDOT specifications:
 1. White: 708-NH 4.11
 2. Yellow: 708-NH 4.12
 3. This will be a ready-mix 100% acrylic type, low VOC, fast drying, white or yellow waterborne traffic paint that shall be used as a base for reflective beads, or for use as a plain non-reflective paint. The paint shall be suitable for either bituminous or concrete surfaces
- c. Any substitutions of materials defined in this contract must be requested in writing to the Engineer for approval. If the Engineer deems substitutions to be of equal substance and function to that specified, the Engineer may approve its use by Contractor. The Engineer shall notify Contractor in writing.

3. Scheduling

- a. Contractor shall complete initial striping applications prior to May 23, 2014 or as weather permits.
- b. Contractor shall be available to respond to all requests for pavement marking, other than emergency requests, **within 14 calendar days**. This work shall be in conjunction with but not limited to the Community Services Department resurfacing program and utility projects.
- c. **Emergency marking requests:**
Contractor shall be available to respond to emergency marking services within seven (7) calendar days of notification. This shall be only when lack of pavement markings presents a potentially dangerous or confusing environment for motorists.

B. CONSTRUCTION

1. All line markings shall be reproduced in-kind unless otherwise noted by this Contract or as directed by the ENGINEER. All pavement markings shall be in accordance with the standards set by the 2009 edition of the MUTCD, and NHDOT Standards and Specifications dated 2010. All markings shall be placed at locations specified by this Contract or as ordered by the ENGINEER.
2. Longitudinal lines placed on roadway tangent segments shall be straight and true. Longitudinal lines placed on curves shall be continuous and smoothly curved lines consistent with roadway alignment. All pavement markings placed which do not meet tolerance limits as required by these specifications, or do not reproduce existing lines, shall be removed and replaced at the Contractor's expense.
3. Newly applied pavement markings shall be protected from traffic until the paint has cured. The method of protection shall not constitute a hazard to the traveling public. Damage to any markings as a result of tracking shall be repaired by the CONTRACTOR at his expense by a method approved by the ENGINEER.
4. As a minimum, when striping two-way roadways, an escort vehicle shall both precede and follow the pavement marking truck. On one-way divided roadways, at least two (2) escort vehicles shall follow the truck. Additional escort vehicles may be required on multi-lane roadways, or as required by the ENGINEER.

C. REFLECTORIZED PAINT PAVEMENT MARKINGS

1. All equipment used for highway striping shall be specifically designed and manufactured for that purpose by a company experienced in the design and manufacture of such equipment. Equipment used for longitudinal lines shall be mounted on a truck having a minimum gross vehicle weight of 14,000 pounds with a minimum paint tank capacity of 60 gallons, and shall have the capability of placing double lines up to four inches in width or single lines up to twelve inches in width in one pass. The paint shall be applied with an atomizing spray-type striping machine equipped with an automatic paint stripe controller having skip-line capability to place broken lines. The equipment shall include a mechanical glass bead dispenser mounted not more than twelve inches behind the paint dispenser. All equipment shall be kept in good operating condition.
2. The Contractor shall furnish and have available for the ENGINEER'S use the following inspection equipment:
 - a. Wet Film Thickness Gauge - Scale shall range from 2 mils to at least 30 mils in 2 mil increments.
 - b. Pocket Microscope - Shall have a four-part lens system having magnification of 20x, with a clip-on accessory light.
 - c. Striping Calibration Kit - Volumetric bead calibration kit, complete with instructions, as manufactured by Potters Industries, Inc., or an approved equal.

3. Immediately before applying the pavement marking paint to the pavement, the Contractor shall insure the surface is dry and entirely free from dirt, sand, grease, oil, or other foreign matter.
4. The surface temperature of the pavement shall be a minimum of 50 degrees Fahrenheit.
5. Paint shall be applied at the following rates for the widths of line specified:

Line Width (inches)	Solid Line Linear Feet per gallon of paint	Broken Line Linear Feet per gallon of paint
4	300-350	1200-1400
6	200-230	800-920
8	150-175	
12	100-120	

NOTE: Application rates for widths not shown shall be in direct proportion to those specified above.

6. Glass beads shall be evenly applied through the entire paint thickness at a rate of 6 pounds to each gallon of paint. Glass beads shall be applied by pressurized methods for fast-dry paint and by pressurized or mechanical drop methods for regular-dry paint.
7. All clean up and disposal of solvents, residue, and the like shall be the responsibility of the Contractor and shall be performed in accordance with all applicable federal, state and local regulations.

D. MEASUREMENT

1. Longitudinal reflectorized pavement markings will be measured by the linear foot along the surface of markings, to the nearest foot of actual length of marking applied, for the type and width specified.
2. Double lines and combination solid/broken lines will not be measured together, but will be measured as separate lines according to the actual length of each individual marking applied.

E. PAYMENT

1. Longitudinal reflectorized pavement markings of the type specified will be paid for at the contract unit price per linear foot complete in place.
2. **No payment will be made for those units of pavement markings that do not conform to the requirements of this section, or work that is required to be removed and or reconstructed due to errors or omissions by the contractor.**

TRAFFIC CONTROL AND CONSTRUCTION SIGNS

SECTION 00500

A. GENERAL

1. The Work under this Section shall consist of providing and maintaining safe and passable traffic accommodations for the public. This shall be done by furnishing, erecting, and maintaining construction signs, barricades, lights or other warning devices as required.
2. All work is to be done in accordance with the provisions of the "Manual On Uniform Traffic Control Devices" 2009 edition , and the NHDOT Standards and Specifications dated 2010, Sections 618 and 619, and the State of New Hampshire Traffic Control Handbook.
3. A traffic control plan shall be submitted to the Engineer for approval prior to start of work.
4. Control devices used shall meet the requirements for nighttime use set by the MUTCD. All cones, barrels, barricades, etc., must have appropriate reflective devices.
5. Construction signs shall be placed at each approach of the work to adequately warn traffic. If flaggers are used, additional warning signs shall be placed.
6. If acceptable traffic control is not maintained, as determined by the Engineer, the Contractor may be required to suspend work that interferes with traffic as directed.
7. When conditions require, maintenance of traffic shall be accomplished by the use of flaggers or uniformed officers whenever construction restricts heavy flows of traffic in frequently traveled roads, or traffic is required to be directed around the work area.
8. Proper maintenance of traffic shall be the Contractor's responsibility. Contractor shall provide all signs, channelizing devices, flaggers, etc., as required to provide safe travel for the public.

B. EQUIPMENT and PERSONAL PROTECTION

1. All personnel working on the project shall be required to wear safety vests, eye, ear, breathing, etc., protection as required by all local, State and Federal agencies.
2. Unless otherwise permitted, all vehicles used on the project for the purpose of traffic protection, shall be equipped with an amber flashing light visible from all directions. The flashing amber light shall be maintained in continuous operation while vehicle is in or near any part of the roadway.

C. MEASUREMENT and PAYMENT

No separate measurement or payment shall be made for the work described in this section. This work shall be considered subsidiary to all items of the contract.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as Principal, and

as Surety, are hereby held and firmly bound unto the CITY OF SOMERSORTH, NH, hereinafter called **OWNER**, in the penal sum of

U.S. Dollars,

(\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2014.

The Condition of the above obligation is such that whereas the Principal has submitted to CITY OF SOMERSWORTH, NEW HAMPSHIRE, a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the Reflectorized Pavement Marking Project.

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: _____

Surety: _____

By: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

doing business as

(a corporation, partnership, individual),

Hereinafter called **Principal**, and

hereinafter called **Surety**, are held and firmly bound unto CITY OF SOMERSWORTH, NH, hereinafter called OWNER, in the penal sum of \$_____ U.S. Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2014, a copy of which is hereto attached and made a part hereof for the construction of Reflectorized Pavement Line Project.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2014.

(SEAL)
ATTEST:

(SEAL)
ATTEST:

(Signature)

(Signature)

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in New Hampshire.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

a (corporation, partnership, individual), hereinafter called Principal, and

hereinafter called Surety,

are held and firmly bound unto the CITY OF SOMERSWORTH , NH, hereinafter called OWNER, in the penal sum of _____ U.S. Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2014, a copy of which is hereto attached and made a part hereof for the construction of the REFLECTORIZED PAVEMENT LINE project.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, and this the _____ day of _____, 2014.

(SEAL)
ATTEST:

(Signature)

NAME: _____

TITLE: _____

(SEAL)
ATTEST:

(Signature)

NAME: _____

TITLE: _____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in New Hampshire.